

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.04-070
ANNUAL REQUIREMENTS FOR LANDSCAPE
MAINTENANCE SERVICES 70TH STREET FROM LA
SALLE TO OLD CHENEY

DATE: April 28, 2005

CONTRACT PERIOD: 3/24/05 thru 12/1/05

CONTRACTOR: Ray's Lawn & Home Care Inc
503 West A
Lincoln NE

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Ken Svoboda
Telephone No.: 476-8614
FAX No.: 476-8616
E-Mail Address: ksvoboda@alltel.net

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER SPECIFICATION AND SERVICE AGREEMENT (2004)

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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E.O. # 73025
Dated: 4/21/04

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT, made this 24 day of March, 2004 by and between Ray's Lawn & Home Care, Inc., hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1. **TERM**

The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through December 1, 2004, with option to renew for two (2) additional one-year term upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

2. **RATES**

- 2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid shall remain in effect during the term of this Agreement.

3. **MAINTENANCE REQUIREMENTS**

- 3.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement and in **APPENDIX 1 and APPENDIX 2**, attached here to and incorporated herein.
- 3.2 **ANNUAL MAINTENANCE** (done in the Spring of the year)
 - 3.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 1**.
 - 3.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
 - 3.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over curbs need to be pruned back to the **inside back edge** of curbs).
 - 3.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of curbs (i.e. any spillage of wood chips onto top of curbs needs to be removed and a "V" grove edge established next to back of curbs to allow wood chip mulch to settle into grove to a height no greater than top of curbs).
 - 3.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others) as approved by City.
 - 3.2.6 Apply wood chip mulch to landscaped areas, three inches (3") thick minimum.
 - 3.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 1**.
 - 3.2.8 Removal of all debris from designated landscape maintenance areas.
 - 3.2.9 Spray all non-planted areas with a pre-emergence.
 - 3.2.9.1 This includes all parts of the median not planted and that provide potential for weedy grasses and weedy broad leaves.
- 3.3 **MONTHLY MAINTENANCE**
 - 3.3.1 Removal of plant material not included in **APPENDIX 1** from planted and paved areas of the median(s).
 - 3.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy broad leaves from the planted and paved areas of the median(s).
 - 3.3.3 Removal of litter and debris from the planted and paved areas of the median(s).

8. NON-DISCRIMINATION

- 8.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 8.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 8.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

9. DRUG FREE WORKPLACE

- 9.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.
- 9.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

10. INDEPENDENT CONTRACTOR

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

11. INVOICES

- 11.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Mark Canney.
- 11.2 Invoices shall be submitted monthly.
- 11.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

12. ASSIGNMENT

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

13. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this 28 day of June, 2004.

City of Lincoln, Nebraska

Attest

City Clerk

Ann E.



Contractor

Pays Lawn & Home Care

Company Name

503 West 'A' St.

Street Address

Lincoln NE 68522

City

State

Zip Code

476-8114

Telephone Number(s)

Coleen J. Seng

Mayor

By:

Ken R. Sobach

Name (Print)

K.R.S.

Signature

Co-Owner

Title

APPENDIX I
SOUTH 70th STREET - LASALLE TO OLD CHENEY
PLANT LIST

PLANT LIST	MAINTENANCE CONSIDERATIONS
Sugartyme Crabapple (<i>Malus 'Sugartyme'</i>)	Prune broken, twisted, multidirectional branches and suckers.
Buffalograss (<i>Buchloe dactyloides</i>)	<p>1) Mow one time in early spring to a height of 2".</p> <p>2) Dormant grass apply Roundup to control weeds in early-mid April. Fall application after first frost or when grass has gone dormant (dormancy = straw brown leaves). Do not apply if dormant turf is showing any green color!</p> <p>3) Pre-emergence - Spring application when soil temperatures reach 50 degrees F. A second application in late summer or early fall. (Use only Plateau, Ronstar G, Dimension, Dacthal, Barricade, Pendulum or Surflan).</p> <p>4) Postemergence - do not apply if temperature exceeds 80 degrees F (Use Plateau or arsenic compounds DSM, MAMA).</p> <p>5) A second mowing to occur 45 days after the first mowing and/or again as requested by the Parks Department.</p>
Purple Pavement Shrubrose (<i>Rosa 'Purple Pavement'</i>)	Prune to remove dead branches.
Hancock Coralberry (<i>Symphoricarpos x chenaulti 'Hancock'</i>)	Prune to remove dead branches.
Andora Juniper (<i>Juniperus horizontalis 'Andora'</i>)	Prune dead and/or brown branches.
Purple Poppy Mallow (<i>Callirhoe involucrata</i>)	Cut back to ground in Spring.
Blue Fescue (<i>Festuca cinerea</i>)	Remove dead foliage.
Missouri Primrose (<i>Oenothera missouriensis</i>)	Remove dead foliage.

APPENDIX 2

SOUTH 70th STREET - LASALLE TO OLD CHENEY MAINTENANCE INSPECTION REPORT

DATE: _____ **PREPARER'S NAME (PRINT):** _____

COMPANY NAME: _____ **SIGNATURE:** _____

LOCATION OF INSPECTION: _____ **TELEPHONE:** _____

Note: Please circle best response to questions.

1. Current growing condition of plant materials? Dormant Bud Stage Active Growth

2. Current health condition of plant materials

PLANTS	POOR	FAIR	GOOD	EXCELLENT
Sugartyme Crabapple (<i>Malus 'Sugartyme'</i>)	POOR	FAIR	GOOD	EXCELLENT
Buffalograss (<i>Buchloe dactyloides</i>)	POOR	FAIR	GOOD	EXCELLENT
Purple Pavement Rose (<i>Rosa 'Purple Pavement'</i>)	POOR	FAIR	GOOD	EXCELLENT
Hancock Coralberry (<i>Symphoricarpos x chenaulti 'Hancock'</i>)	POOR	FAIR	GOOD	EXCELLENT
Andora Juniper (<i>Juniperus horizontalis 'Andora'</i>)	POOR	FAIR	GOOD	EXCELLENT
Purple Poppy Mallow (<i>Callirhoe involucrata</i>)	POOR	FAIR	GOOD	EXCELLENT
Blue Fescue (<i>Festuca cinerea</i>)	POOR	FAIR	GOOD	EXCELLENT
Missouri Primrose (<i>Oenothera missouriensis</i>)	POOR	FAIR	GOOD	EXCELLENT

3. Current soil moisture? SATURATED MOIST DRY DROUGHT

4. Landscape maintenance work needing to be done:

Removal of volunteer trees, weedy grasses and/or weedy broad leaves? YES NO

Application of pre-emergent herbicide for weed control

YES NO

Name of chemical(s) applied: _____

Application of post emergent herbicide for weed control?

YES NO

5. Describe in detail any landscape maintenance work done since last inspection (Use back of this sheet).

6. Insect, disease and/or animal damage observed?

YES NO

PLANT NAME	INSECT	DISEASE	ANIMAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor to do inspections on the 1st and 3rd Tuesday of each month while under contract with the City unless otherwise scheduled by City. Completed inspection reports must be received by the City of Lincoln Parks Department by fax (441-8706) or mailed (City of Lincoln Parks Department, 2740 "A" Street, Lincoln, NE 68502) within two (2) days from the date of the inspection .

SPECIFICATION NO. 04-070
BID OPENING TIME: 12:00 NOON
DATE: March 24, 2004

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers ____ through ____ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES

WORK REQUIREMENTS

PRICE

Annual Maintenance as per section 3.2 in Service Agreement,
South 70th La Salle to Old Cheney

Total Annual Price \$ 2,681.00 Year

Monthly Maintenance as per section 3.3 in Service Agreement,
South 70th La Salle to Old Cheney

Total Price Per Month \$ 93.70 Month ***

Pesticide Application*
South 70th La Salle to Old Cheney

Hourly Price \$ 42.50 Hour

*** Based on seven(7) month billing

***NOTE:** Any pesticide application treatment for an insect/disease infestation identified by the Contractor must be approved by the City before being done by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the pesticide application treatment that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to do the treatment.

Contract Extension Renewal is an Option (Subject to mutual consent by Contractor and City)

YES * NO

TERM PRICE CLAUSE: BIDDER MUST STATE

A. Bid prices firm for the full contract period: 11/30/2005; or

B. Bid prices subject to escalation/de-escalation: .

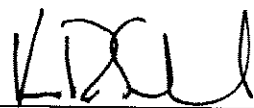
C. If (b), state period for which bid prices will remain firm through .

AFFIRMATIVE ACTION PROGRAM: Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORT MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 04-070**

Ray's Lawn & Hone Care, Inc.
COMPANY NAME
503 West "A" St.
STREET ADDRESS OR P.O. BOX
Lincoln, NE 68522
CITY, STATE ZIP CODE
476-8614 476-8616
TELEPHONE No. FAX No.
47-0701203
EMPLOYER'S FEDERAL I.D. NO. OR
SOCIAL SECURITY NUMBER


SIGNATURE
Ken R. Svoboda
PRINT NAME
General Manager
TITLE
03/24/2004
DATE
qrtly
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>